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Attorneys for Defendant
SABER FITNESS HEGENBERGER, LLC

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION

Michael Devin Floyd

Plaintiff(s),

v.

Saber Fitness Hegenberger, LLC
27 Northwestern Drive Suite 2
Salem, NH 03079

Defendant(s).

Case No. 3:24-cv-01278-TSH

**STIPULATION AND ~~PROPOSED~~
INJUNCTION**

Removal Filed: 03/01/2025
Trial Date: 1/12/2026

1 WHEREAS, Plaintiff Michael Devin Floyd (“Plaintiff”) and Defendant Saber Fitness
 2 Hegenberger, LLC (“Defendant”) (collectively the “Parties”) settled the instant action and
 3 memorialized the core terms and conditions of the settlement agreement on the record on
 4 November 24, 2025. ECF 175.

5 WHEREAS, a material term of the settlement agreement included entering into a stipulated
 6 injunction (the “Injunction”) and making a joint request to the Court for entry of the Injunction.

7 THEREFORE, the Parties expressly agree to the following terms of the Injunction:

8 The Injunction will enjoin, prohibit, and otherwise forbid Plaintiff, for a term of ten (10)
 9 years, from entering, using, applying for, or otherwise entering into a membership agreement with,
 10 any and all Planet Fitness gyms owned or operated by Defendant, Taymax Group, L.P., and its
 11 affiliated entities, including any past, present, and future direct or indirect parent organizations,
 12 subsidiaries, divisions, successors, and assigns (collectively referred to herein as “Taymax
 13 Entities”).

14 The Injunction applies to any Planet Fitness gyms acquired by the Taymax Entities at any
 15 point during the ten (10) year Injunction.

16 Taymax Group, L.P. and all Taymax Entities identified herein are express and intended
 17 third party beneficiaries of this Injunction.

18 The Court shall retain jurisdiction for purposes of enforcement of the Parties’ Injunction,
 19 which includes the power to issue any lawful order it deems proper to enforce the injunction,
 20 including, but not limited to, exercising its discretion to find the breaching party in contempt per
 21 18 U.S.C. 401.

22
 23 Dated: December 19, 2025

JACKSON LEWIS P.C.

24
 25 By: /s/
 26 Ronald Q. Tran
 27 Attorneys for Defendant
 28 SABER FITNESS HEGENBERGER, LLC

Dated: December 20, 2025

1 By: /s/ Michael Floyd
2 Michael Devin Floyd
3 Plaintiff, IN PRO PER

4 **DECLARATION**

5 Pursuant to Local Rule 5-1(i)(3), I attest that Plaintiff Michael Devin Floyd has concurred
6 in the filing of this document, the concurrence of which shall serve in lieu of Plaintiff's signature
7 on the document.

8 Dated: December 20, 2025

JACKSON LEWIS P.C.

9 By: /s/
10 Ronald Q. Tran
11 Liam Feingold Gaarder
12 Attorneys for Defendant
13 SABER FITNESS HEGENBERGER, LLC
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~~PROPOSED~~ **INJUNCTION**

Based on the foregoing, and good cause appearing, the Court approves of the Parties' Stipulated Injunction and hereby makes the following Order:

The Injunction will enjoin, prohibit, and otherwise forbid Plaintiff, for a term of ten (10) years, from entering, using, applying for, or otherwise entering into a membership agreement with, any and all Planet Fitness gyms owned or operated by Defendant, Taymax Group, L.P., and its affiliated entities, including any past, present, and future direct or indirect parent organizations, subsidiaries, divisions, successors, and assigns (collectively referred to herein as "Taymax Entities").

The Injunction applies to any Planet Fitness gym acquired by the Taymax Entities at any point during the ten (10) year Injunction.

All Taymax Entities identified herein are express and intended third party beneficiaries of this Injunction.

The Court shall retain jurisdiction for purposes of enforcement of the Parties' Injunction, which includes the power to issue any lawful order it deems proper to enforce the injunction, including, but not limited to, exercising its discretion to find the breaching party in contempt per 18 U.S.C. 401.

IT IS SO ORDERED.

Dated: December 22, 2025

By: 
HON. THOMAS S. HIXSON
United States Magistrate Judge